

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eldridge Corporate Funding, LLC		12/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Medify Air, LLC		
Street Address:	11 KENSINGTON COURT		
City:	WARREN,		
State/Country:	NEW JERSEY		
Postal Code:	07059		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5833320	MEDIFY AIR	
Registration Number:	5821063	M	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MAEVE WILSON		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	42604-8		
NAME OF SUBMITTER:	MAEVE WILSON		
SIGNATURE:	/MAEVE WILSON/		
DATE SIGNED:	12/02/2021		
Total Attachments: 4			
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TRADEMARK SECURITY RELEASE AGREEMENT

This TRADEMARK SECURITY RELEASE AGREEMENT (the “**Release**”) is dated as of December 1, 2021 between Eldridge Corporate Funding, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below) in favor of Medify Air, LLC (the “**Grantor**”). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Pledge and Security Agreement or the Trademark Security Agreement, as applicable.

WHEREAS, under the terms of that certain Pledge and Security Agreement, dated as of October 16, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, the Grantor has executed the Trademark Security Agreement (the “**Trademark Security Agreement**”), dated October 16, 2020 and recorded with the United States Patent and Trademark Office (the “**USPTO**”) at trademark reel/frame 7079/0837;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest and continuing lien on all of the Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and trademark applications set forth on **Schedule 1** hereto;

WHEREAS, the Collateral Agent now desires and agrees to release its security interest in and continuing lien on the Grantors’ right, title and interest in and to the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Grantor hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby (a) releases, terminates, cancels, and discharges its security interest in and continuing lien on the Intellectual Property Collateral, (b) cancels and terminates the Trademark Security Agreement, and (c) conveys to the Grantor, all of the Collateral Agent’s right, title and interest in and to, the Intellectual Property Collateral.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks of the USPTO and any other applicable government officer record this Release.

SECTION 3. Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Release.

SECTION 4. Governing Law. This Release and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

ELDRIDGE CORPORATE FUNDING,
LLC, as Collateral Agent

By:



Name: Todd L. Boehly

Title: Chief Executive Officer

[Signature Page to Trademark Security Release Agreement]

TRADEMARK
REEL: 007515 FRAME: 0556

Schedule 1

Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Medify Air, LLC (recorded to Airespa Worldwide Wholesale, LLC)	United States	MEDIFY AIR	5833320	Jan. 17, 2019	Aug. 13, 2019
Medify Air, LLC (recorded to Airespa Worldwide Wholesale, LLC)	United States	M & Design	5821063	Jan. 17, 2019	July 30, 2019